

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1998A12894
	§	
vs.	§	
	§	
Ida M. Jackson aka Ida Maria Shively		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 15066 Mesa Way 36, Romulus, Michigan 48174.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$2,252.43
B. Current Capitalized Interest Balance and Accrued Interest	\$3,767.45
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$6,019.88

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U.S. DEPARTMENT OF EDUCATION

CERTIFICATE OF INDEBTEDNESS
SAN FRANCISCO, CALIFORNIA

Name: Ida M. Jackson
AKA: Ida Jackson
Address: 17926 Woodward Ave. Apt.5
Detroit, MI 48203
SSN : 369 60 4532

Total debt due United States as of: 10/21/97

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$2,252.43 from 10/21/97 at the annual rate of 8%. Interest accrues on the principal amount of this debt at the rate of \$0.49 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 5/25/89 the debtor executed promissory note(s) to secure loan(s) from First American Savings, Inc. - Tucson, AZ under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 1/5/91 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$207.43, thereby increasing the principal balance due to \$2,252.43.


After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following:

Principal:	\$2,252.43
Interest:	\$1,091.13
Administrative/Collection Costs:	\$0.00
Penalites:	\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

OCT 30 1997

(Date)


Loan Analyst

0256

DOUBLE
SIDED

89334-07

HIGHER EDUCATION ASSISTANCE FOUNDATION
P.O. BOX 64107 • ST. PAUL, MN 55164After lender completes application,
mail HEAF copy only to this address.GUARANTEED STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK—PRESS FIRMLY—OR TYPE)

1. NAME (NO NICKNAMES) JACKSON FIRST Ida M.I. I

2. SOCIAL SECURITY NUMBER ---

3. WHEN WERE YOU BORN? --- MO --- DAY --- YR ---

4. PERMANENT ADDRESS 2743 Hunt CITY Detroit STATE Mich ZIP 48207

5. PERMANENT HOME PHONE (313) 567 3953

6. U.S. CITIZENSHIP STATUS (CHECK ONE) ☐ U.S. CITIZEN OR NATIONAL ☐ PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN

7. PERMANENT RESIDENT OF WHICH STATE Mich

8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT "NONE" AND GO TO 9) NONE

8b. STATE IN WHICH ISSUED NONE

9. ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) 2743 Hunt

10. PHONE AT SCHOOL ADDRESS () SAM 2

11. MAJOR COURSE OF STUDY; SEE INSTRUCTIONS IN APP BOOKLET 12

12. LOAN AMOUNT REQUESTED \$ 2045.00

13. LOAN PERIOD FROM 6 MO 89 YR TO 1 MO 90 YR

PRIOR LOAN INFORMATION

14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, CONSOLIDATED, OR INCOME CONTINGENT LOAN? ☐ YES (GIVE DETAILS ON SEPARATE SHEET) ☒ NO

15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? ☐ YES (GO TO 15b) ☒ NO (GO TO 20a)

15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS \$ ---

16. UNPAID PRINCIPAL BALANCE OF MOST RECENT GSL \$ ---

17. GRADE LEVEL OF MOST RECENT GSL; SEE INSTRUCTIONS IN APP BOOKLET ---

18. LOAN PERIOD START DATE OF MOST RECENT GSL MO --- DAY --- YR ---

19. INTEREST RATE OF MOST RECENT GSL ☐ 7% ☐ 8% ☐ 9%

20a. DO YOU HAVE ANY PRIOR UNPAID SLS (ALAS) OR PLUS LOANS? ☐ YES (GO TO 20b) ☒ NO (GO TO 21a)

20b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PRIOR SLS (ALAS) LOANS RECEIVED DURING ---

21a. DO YOU HAVE ANY UNPAID PLUS LOANS IF YOU BORROWED AS A PARENT UNDER THE PLUS LOAN PROGRAM? ☐ YES (GO TO 21b) ☒ NO (GO TO 22a)

21b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PLUS LOANS \$ ---

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

22a. NAME Ruby McNeal STREET 3651 Preston CITY, STATE ZIP Detroit Mich 48207

22b. NAME MARY ALLEN STREET 16167 Whitcomb CITY, STATE, ZIP Detroit Mich 48219

22c. NAME EUVONDAS JACKSON STREET 20221 Ashton CITY, STATE, ZIP Detroit Mich 48219

NOTICE TO BORROWER: You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY: I promise to pay to the lender on my behalf the entire Loan Amount requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

23a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE) X Ida Jackson

23b. DATE BORROWER SIGNED MO 5 DAY 25 YR 89

SECTION B - TO BE COMPLETED BY SCHOOL

24. NAME OF SCHOOL Doss Medical Ed Center 25. ADDRESS (STREET, CITY, STATE, ZIP) 1553 Woodward Ave Detroit, MI 48226

26. PHONE (313) 9657451 27. SCHOOL CODE 021179

28. 0000

29. 30. PERIOD LOAN WILL COVER FROM MO 6 DAY 26 YR 89 TO MO 1 DAY 15 YR 90

31. STUDENT'S GRADE LEVEL (CHECK ONE) CORRESP ☐ UNDERGRAD ☒ GRAD ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

32. ANTICIPATED GRADUATION DATE MO 1 DAY 15 YR 90

33. STUDENT STATUS (CHECK ONE) ☐ DEPENDENT ☒ INDEPENDENT

34. ADJUSTED GROSS INCOME (AGI) \$ 0

35. COST OF ATTENDANCE FOR LOAN PERIOD \$ 8688

36. ESTIMATED FINANCIAL AID FOR LOAN PERIOD \$ 2300

37. EXPECTED FAMILY CONTRIBUTION (EFC) \$ 0

38. DIFFERENCE (ITEM 35 LESS ITEMS 36 AND 37) OR LEGAL MAXIMUM \$ 6388

39. SUGGESTED DISBURSEMENT DATES 1ST DISB. MO --- DAY --- YR --- 2ND DISB. MO --- DAY --- YR --- 3RD DISB. MO --- DAY --- YR ---

40. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES ☐ NO ☐

41. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? YES ☐ NO ☒

42. SCHOOL USE ONLY

I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION.

43a. SIGNATURE OF SCHOOL OFFICIAL X Jeannette H. Murrell

43b. DATE MO 5 DAY 25 YR 89

43c. PRINT NAME AND TITLE Jeannette H. Murrell, Esq.

SECTION C - TO BE COMPLETED BY LENDER

44. NAME OF LENDER FIRST AMERICAN SAVINGS, INC.

45. ADDRESS (STREET, BUILDING, CITY, STATE, ZIP) 4380 N. CAMPBELL TUCSON, AZ 85718

46. LENDER CODE 830909

47. BRANCH CODE ---

48. MO --- DAY --- YR --- \$ --- AMOUNT

49. MO --- DAY --- YR --- \$ --- AMOUNT

50. LOAN DISBURSEMENTS MO --- DAY --- YR --- \$ --- AMOUNT

51. TOTAL LOAN AMOUNT APPROVED \$ ---

52. IS THIS AN UNSUBSIDIZED LOAN? YES ☐ NO ☐

53. LENDER ACCOUNT NUMBER ---

54. LENDER USE ONLY

55a. SIGNATURE OF LENDING OFFICIAL X Bonnie Eichhorn

55b. DATE SIGNED MO 7 DAY 18 YR 89

55c. PRINT NAME AND TITLE BONNIE EICHORN/VICE PRES

SECTION D - TO BE COMPLETED BY HEAF

JACKSON, IDA, M

CLAIM NO 1993090661786 11-12-93

The Interest, Guarantee Fee, and Origination Fee rates and terms (mentioned in the Promise to Pay on the front of this application/promissory note) are:

1. Interest on the unpaid principal balance. The applicable interest rate on this loan will be figured in the following manner: If I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 6%, the applicable interest rate on this loan will be 7%. If I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 7%, 8%, or 9%, the applicable interest rate on this loan will be the same as that of my other loan(s). If I have no outstanding Guaranteed Student Loans, my applicable interest rate on this loan will be 8%. I understand that if I am eligible for federal interest benefits, the interest will be paid by the Secretary of Education (Secretary) (a) during the period I am in school on at least a half-time basis, (b) during the grace period prescribed under Repayment in this Note, and (c) during the time my loan payments are deferred as allowed by and described under Deferment in this Note. If I am a "new borrower" (as defined below) with a period of enrollment beginning on or after July 1, 1998, my applicable interest rate on this loan will be 8% through the fourth year of repayment, beginning on the first day of the fifth year of repayment, my applicable interest rate on the loan will be 10%. A "new borrower" is one who has no outstanding balance on a GSL, PLUS I LAS, or SL on Consolidation Loan on the date he or she signs the promissory note for a loan to cover a period of enrollment beginning on or after July 1, 1998.

HEAF may charge a fee to guarantee my loan, applicable regulations and HEAF policy. Fee will be deducted proportionately from each payment after July 1, 1987. I understand that this charge is not attributable to any disbursement I do not receive. The fee applied to my loan balance or be returned to me when the actual guarantee fee charged.

3. The Origination Fee will be deducted from by federal law and will be reflected on my refunded, pro rata, on undisbursed amount disbursement, if the loan check is not cashed check is returned to the lender uncashed.

**I understand that before I receive my first
sure statement that identifies all the terms:**

I understand that the lender has applied for a Federal Higher Education Assistance Foundation loan under the terms of this Promissory Note with the Federal Office of the Higher Education Act of 1965, as amended, and under the Act, and the Rules and Regulations of the Federal Office of the Higher Education Act of 1965, as amended, this Note shall be governed by the law of the State of New York.

I will repay this loan in periodic installments starting at the end of my grace period.

However, during the grace period I may
 grace period begins when I cease to
 at a school that is participating in the

- 1) The Secretary will pay the interest and during any deferment period, if made on my behalf under the regular loan is payable by the Secretary. I may, however, choose to pay it.
- 2) Once the repayment period begins accrues on this loan, except that if period was payable by the Secretary any period described under Deferment.
- 3) The lender may add any interest paid when it is due, in accordance with the GSLP.
- 4) I will repay this loan over a term of more than 10 years. However, the lender may, at its option, extend the term of the loan.
- a. If, during the grace period, I request a shorter period.
- b. The lender may require a repayment schedule that during each year of the loan, PLUS or SLS program to be at least \$600 of the unpaid principal of all such loans.
- c. If I qualify for postponement of my payments during any period of deferment in this Note, or if the lender grants "forbearance", as allowed by the Act, those payments will not be included in the 5- and 10-year periods mentioned above.
- 5) If, during the grace period, I request a shorter repayment period, the lender may grant me a period shorter than 5 years. In that event, I may later choose to have the repayment period extended to 5 years.
- 6) I must contact the lender prior to expiration of my grace period to negotiate the terms of repayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 4 of this Section, without my further approval; however, the lender must inform me of these terms in writing at the latest address that I have provided to the lender.
- 7) The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document that the lender will provide to me before the repayment period begins.
- 8) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.
- Signature: _____
X
Title: _____

At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be entitled to a refund of any unearned interest that I have paid. The amount of any such rebate will be computed by the same method by which interest payments were computed.

I understand that in certain instances authorized by the Act the payments I am required to make, as described under Repayment in this Note, may be deferred. The instances currently authorized by the Act are described under Deferment in the HEAF application information booklet. To obtain such deferment, I agree to comply with the relevant federal regulations and the Rules and Regulations of the HEAF including, without limitation, submission of required forms to the lender.

If I am unable to repay the loan in accordance with the terms established under Repayment in this Note, I may request the lender to modify these terms. I understand that such modification would be at the lender's option and would have to be in compliance with the Act, federal regulations adopted under the Act and the Rules and Regulations of HEAF. I understand that a modification of repayment terms under this Section is different from Deferment (as described in this Note) and that during this period I will remain responsible for payment of interest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan.

1. Definition—I understand that under the Act, and HEAF Rules and Regulations, any of the following events is a default:

- failing to make any installment payment when due, provided that this failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in less frequent installments;
- making any false representation for the purpose of obtaining this loan;
- using the loan proceeds for other than educational purposes;
- failing to enroll in the school that completed the application for the time identified as my loan period;
- not notifying the lender immediately if I (a) drop to less than a half-time student, (b) change my graduation date, (c) change my name, or (d) change my permanent address.

--- of default—If I default on this loan:

Unpaid amount of the loan, including interest, immedi-

close to schools I have attended (or am

any of the following federal programs: Pell Grant, College Work-Study, State Student Educational Direct Student Loan), Guaranteed Students (SLS), PLUS loans, or Consolidation

der Repayment and Deferment in this Note; including attorney's fees, that are permitted by these amounts. If this loan is referred for Fair Debt Collection Practices Act, I will pay the unpaid principal and accrued interest. Delayable is at the option of the lender, which it may exercise and other requirements of law. Failure to exercise the lender's right to exercise the option

will then be required to pay HEAF all amounts

pen me a late charge if I fail to pay all or part of a
s after it is due or if I fail to provide written evi-
ayment deferred as described under Deferment
cents for each dollar of each late installment.

loan and its repayment will be reported to one or more credit bureaus. The lender, holder or guaranty agency must provide information about the default will be disseminated into repayment on the loan within the 30 days of a request from any credit bureau organization with that organization about the accuracy and completeness of the information.

er the laws of the United States of America that the
orrower, certify that the information contained in my
le and correct to the best of my knowledge and belief
der's option, I authorize the lender to make my loan y
school. I hereby authorize the school to pay to the
me up to the amount of this loan. I further authorize
attend or HEAF to release to the lending institution,
any requested information pertinent to this loan (e.g.,
ban history, current address). I also authorize the lender,
educational institution, or HEAF to make inquiries to or
; or prior or subsequent lenders or holders, with respect
uments. I also authorize the lender, subsequent holder,
nation and make inquiries to the persons I have listed in
for the purpose of learning my current address and tele-
ceeds of this loan will be used for educational purposes
my loan application at the educational institution named
responsible for repaying any funds I receive that cannot
my educational expenses related to attendance at that
I. I certify that I am a borrower eligible for participation in
owe a refund to any Title IV aid program. I certify that if I
that I have done so or that I have requested my institution
grant. I further certify I have read the materials explaining
an program which have been provided to me and that I
my rights under that program.

I hereby certify that the student named in Section A of this application is accepted for enrollment or is enrolled as at least a half-time student, and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student has been determined by this institution, under the regulations applicable to this loan program, to be eligible for the loan applied for. I further certify that based upon records available at this institution and due inquiry to the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid, is not in default on any loan made under any Title IV student assistance program identified in 34 CFR Part 668, and is not liable for any refund of any grant made under any student assistance program identified in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School Certification is true, complete, and correct to the best of my knowledge and belief.